

MODIFICATION OF OIL AND GAS LEASE

0501181

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, O. E. Burge and Sarah L. Burge, his wife, of Rd. 3, Box 33, Cameron, WV 26033, as Lessor, entered into that certain Oil and Gas Lease (hereinafter referred to as "Lease") dated October 16, 2008 with Chesapeake Appalachia, L.L.C., an Oklahoma limited liability company, of PO Box 6070 Charleston, WV 25362-0070, as Lessee, covering 71.15 acres situate in Liberty District, Marshall County, WV, and being further described as Tax Map No. 20, Parcel 21; said Lease being recorded in the Marshall County Clerk's Office in Deed Book 674, Page 86; and

WHEREAS, the undersigned have agreed to amend and modify said Lease as to certain terms and conditions therein contained;

WHEREAS, said Lease contains a provision which states:

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of five (5) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

WHEREAS, the undersigned have agreed to amend and modify the aforementioned provision.

NOW THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do agree to amend and modify said Lease effective as of the date of this agreement, as follows, to wit:

1. It is the desire of the undersigned to reform said Lease to amend the aforementioned provision as follows:

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of three (3) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.


2. All other terms and conditions in said Lease shall remain unchanged.

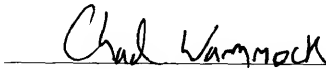
In conjunction with the modification as set forth above, Lessor ratifies, adopts, and confirms the Lease as modified and grants, leases, and lets to Lessee and Lessee's successors and assigns the leased premises for the purposes and upon the terms, conditions, and provisions contained in the Lease.

The provisions hereof shall be binding for all purposes on the Lessor and Lessee and their respective heirs, personal representatives, successors and assigns.


EXECUTED this 15 day of Dec., 2008.

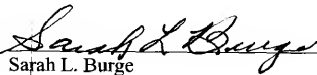
Witness:





LESSOR

By: 
O. E. Burge

By: 
Sarah L. Burge

Attest:

LESSEE

CHESAPEAKE APPALACHIA, L.L.C.

By: 
Marty L. Byrd, Vice President-Land

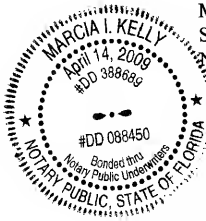
ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this the 15th day of Dec., 2008, before me, the undersigned authority, personally appeared O.E. Burge and Sarah L. Burge, his wife, who, being duly sworn according to law, depose and say that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

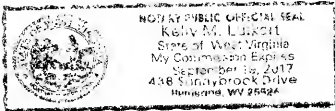
My Commission Expires: 4-14-09Signature/Notary Public: [Signature]Name/Notary Public (print): MARCIA I. KELLY

CORPORATE ACKNOWLEDGMENT

STATE OF WV;COUNTY OF Marshall;

On this the 5th day of March, 2009, before me, the undersigned authority, personally appeared Marty L. Byrd, who acknowledged himself to be the Vice President-Land of Chesapeake Appalachia, LLC, and that he as such Vice President-Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President-Land.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: Sept 17, 2017Signature/Notary Public: [Signature]Name/Notary Public (print): Kelly M. Luskott

JAN PEST
MARSHALL County 12:08:15 PM
Instrument No 1265749
Date Recorded 03/13/2009
Document Type O&G
Book-Page 677-616
Recording Fee \$5.00
Additional \$6.00

County Recorder: Please return recorded document to Mason Dixon Energy, Inc., 101 Cambridge Place, Bridgeport, WV 26330

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 15th day of December, 2008, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 15th day of March, 2009, at 12:08 o'clock P.M.

TESTE: [Signature]

Clerk.